

STATE MS. DESOTO CO.

FILED

JERRY S. KELLY and wife,  
CAROLYN G. KELLY

JAN 26 2 41 PM '96

GRANTORS

TO

CHARLES PUGH, JR. and wife,  
JUDITH PUGHBK. 295 PG 386  
W.E. DAVIS CH. CLK.

ASSUMPTION WARRANTY DEED

GRANTEES

For and in consideration of the sum of \$10.00 cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the assumption by the GRANTEES, hereinafter named, of that certain indebtedness evidenced by a promissory note secured by Deed of Trust of record in Real Estate Trust Deed Book 439, at Page 31, said Deed of Trust being of record in the Office of the Chancery Clerk of DeSoto County, Mississippi, and to which said recorded instrument reference is hereby made, We, Jerry S. Kelly and wife, Carolyn G. Kelly, as GRANTORS, do hereby sell, convey and warrant unto Charles Pugh, Jr. and wife, Judith Pugh, as GRANTEES, as tenants by the entirety with full rights of survivorship and not as tenants in common, the following described real property lying and being situated in DeSoto County, Mississippi, and being further described as follows, to-wit:

Lot 7, Robison Square Townhomes, in Section 18, Township 3 South, Range 7 West, in DeSoto County, Mississippi, as shown by the plat recorded in Plat Book 27, Pages 13-14, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

The warranty of this deed is subject to rights of way and easements for public roads and public utilities; to building, zoning, subdivision and health department regulations in effect in

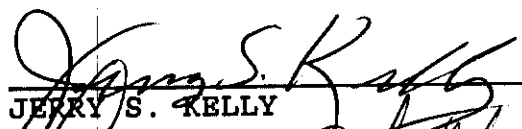
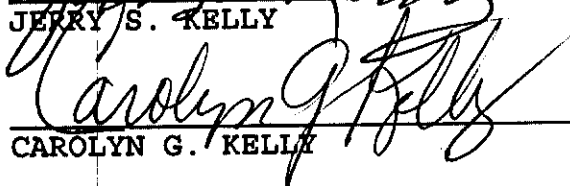
DeSoto County, Mississippi; and to the covenants, limitations and restrictions set forth with the recorded plat of said subdivision as found in Plat Book 27, Pages 13-14, in the Office of the Chancery Clerk of DeSoto County, Mississippi; and to any prior reservation of minerals of every kind and character, including, but not limited to, oil, gas, sand, and gravel in, on, and under the subject property.

The GRANTEES herein covenant to begin payment upon the assumed indebtedness beginning with the February 1, 1996 monthly installment thereof. The GRANTORS herein covenant that all payments through the regular January 1, 1996 monthly installments have been paid.

The GRANTORS do hereby assign and set over unto the GRANTEES any and all funds in escrow. GRANTORS herein agree to pay the 1995 property taxes, and all subsequent years are hereby excepted from the foregoing covenant of warranty.

Possession is given upon the delivery of this deed.

WITNESS OUR SIGNATURES this the 26<sup>th</sup> day of January, 1996.

  
JERRY S. KELLY  
  
CAROLYN G. KELLY

STATE OF ARIZONA  
COUNTY OF YUMA

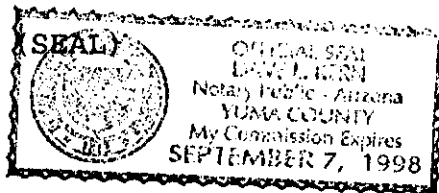
Personally appeared before me, the undersigned authority in and for the said county and state, on this the 25th day of January, 1996, within my jurisdiction, the within named JERRY S. KELLY and wife, CAROLYN G. KELLY, who acknowledged that they executed the above and foregoing Assumption Warranty Deed for the purposes therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal this the 25th day of January, 1996.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

9-7-98



GRANTORS' ADDRESS: 38  
2240 Elks Lane, #28 ✓  
Yuma, AZ 85364  
BUS. TEL.: 520-782-7457  
RES. TEL.: N/A

GRANTEE'S ADDRESS:  
2178 Pleasant Grove Drive  
Hernando, MS 38632  
BUS. TEL.: N/A  
RES. TEL.: N/A

Prepared by: Kenneth E. Stockton  
Attorney at Law  
5 West Commerce Street  
Hernando, MS 38632  
601-429-3469

